

STATE OF MICHIGAN
COURT OF APPEALS

LAYDON ENTERPRISES, INC., d/b/a EAGLE
TOOL COMPANY, INC.,

UNPUBLISHED
September 27, 2005

Plaintiff/Counter-Defendant-
Appellee,

v

RONALD L. NOVAK,

Defendant/Counter-Plaintiff-
Appellant.

No. 253050
Dickinson Circuit Court
LC No. 02-012620-CK

Before: Sawyer, P.J., and Talbot and Borrello, JJ.

MEMORANDUM.

This case arises from the enforcement of a non-compete clause in an employment contract. Defendant appeals as of right. We dismiss this appeal as moot.

Defendant began working for plaintiff on August 22, 2000. Defendant's employment contract included a clause precluding him from working for a competitor of plaintiff's within a certain mile radius of plaintiff's plant and office facilities for a period of three years. Plaintiff was promoted to plant manager on August 6, 2001, and resigned on September 12, 2002. Plaintiff then went to work for one of plaintiff's competitor's within the proscribed non-compete radius. Plaintiff filed suit and the lower court entered a permanent injunction enforcing the terms of the non-compete clause of the employment contract. Pursuant to the terms of the contract, the permanent injunction expired on September 12, 2005. "An issue is moot if an event has occurred that renders it impossible for the court, if it should decide in favor of the party, to grant relief." *Michigan Nat'l Bank v St Paul Fire & Marine Ins Co*, 223 Mich App 19, 21; 566 NW2d 7 (1997); *City of Warren v City of Detroit*; 261 Mich App 165, 166 *n1*; 680 NW2d 57 (2004). Because the parties have failed to demonstrate that the issue presented in this appeal is publicly significant and "is likely to recur, yet also is likely to evade judicial review", *City of Warren* at 166, this appeal is moot.

/s/ David H. Sawyer
/s/ Michael J. Talbot
/s/ Stephen L. Borrello